

Supplement to the 1998-2002 Comprehensive Agreement

Comprehensive Agreement

between the

**Des Moines Independent
Community School District**

and the

**Des Moines Independent
School District
Building Trades
Maintenance Council**



1999 — 2003

Des Moines Board of Directors

Harold Sandahl, President

Mark Schuling, Vice President

Margaret Borgen

Jane Hein

Nadine Hogate

Laura Sands

Marc Ward

Superintendent

Dr. Eric Witherspoon

Article III: Duration

A. This Agreement shall be in full force and effect from July 1, 1999, through June 30, 2000, except for Article III, Wages, and Article X, Insurance, which shall remain in effect until midnight on June 30, 1999. It is agreed that no additional claims or demands will be made by either party hereto during the life of this Agreement.

B. Either party may give written notice to the other party to terminate or modify Article VIII, Wages, and Article X, Insurance, of the Agreement

1) not less than 180 calendar days prior to the District's budget certification date, as established by the Code of Iowa, and appropriate for the year beginning July 1, 2000; or

2) within thirty (30) calendar days following the submission by the union to the Employer of the private sector wage rates as required by Chapter 3(A)(2) of this Agreement.

If no such notice is given, this Agreement shall remain in effect for one additional year and from year to year thereafter until the aforementioned notice is given by either party of its intention to terminate or modify.

C. Either party may give written notice to the other party to terminate or modify the Agreement not less than 180 calendar days (six months) prior to the District's budget certification date as established by the Code of Iowa, and appropriate for the year beginning July 1, 2003. If no such notice is given, this Agreement shall remain in effect for one additional year and from year to year thereafter until the aforementioned notice is given by either party of its intention to terminate or modify.

D. In the event that any provision of this Agreement shall become void or illegal during the term of this Agreement, either party may request negotiations to replace said term or provision. If voluntary agreement cannot be reached, the parties will engage in mediation, followed if necessary by arbitration to resolve the dispute. The parties will cooper

ate to reduce the time necessary to replace the void/illegal provision. All other provisions of this Agreement shall remain in full force and effect during the duration of this Agreement.

E. In witness whereof the parties hereto have caused this Agreement to be signed by their respective chief negotiators, and their signatures placed thereon, all on the 3rd day of April, 1999.

**DES MOINES INDEPENDENT
SCHOOL DISTRICT BUILDING
TRADES MAINT COUNCIL**

By *Fred Risius*
Its Business Manager

**DES MOINES INDEPENDENT
COMMUNITY SCHOOL DISTRICT**

By *Laura Sands*
Its President

Article X: Insurance

A. Life Insurance and Disability Coverage

The Employer will pay the full insurance policy premium for each regular full-time employee to provide a group insurance package consisting of (1) \$15,000 individual life insurance, and (2) an individual long-term disability program. The individual long-term disability coverage will become effective fifteen days after accumulated medically related disability leave, emergency leave, and vacation allowance expires and will provide at a rate of 60% of the employee's contract salary at the date of disability. Employee coverage for employees under age 61 for disability due to illness shall in no case extend beyond the age of 65. Employee coverage for those employees under age 61 for disability due to accident shall in no case extend beyond the age of 65. Employee benefit payment period for employees over age 60 for disability due to accident or illness will in no case extend beyond the benefit payment period stated below:

Age (at disability)	Maximum Benefit Payment Period (following disability qualification period)
Age 60 and under	Benefit period as described above
61	To age 65, but not less than 3 years, 6 months
62	3 years, 6 months
63	3 years
64	2 years, 6 months
65	2 years
66	1 year, 9 months
67	1 year, 6 months
68	1 year, 3 months
69	1 year

This coverage shall become effective on July 1, 1998.

B. Health Insurance

The Employer shall contribute toward the costs for health benefits for each full time employee deemed eligible. Participation in the health benefits is voluntary for each eligible employee. In order to qualify for the Employer's share of the monthly cost, the employee must qualify under the rules and regulations of the respective carrier or health service plan and may enroll in one of the following plans according to the Employer's current procedure:

Plan 1

A. Alliance Select with co-payments health care insurance plan policy

a. single plan

b. family plan

B. Blue Cross/Blue Shield Pharmaceutical Service(s)

An eight dollar (\$8) per deductible prescription drug insurance plan for generic drugs. A fifteen dollar (\$15) per deductible prescription drug insurance plan for brand name drugs.

Plan 2

A. Principal Health Care "Comprehensive Plan"

a. single plan

b. family plan

B. Blue Cross/Blue Shield Pharmaceutical Service(s)

An eight dollar (\$8) per deductible prescription drug insurance plan for generic drugs. A fifteen dollar (\$15) per deductible prescription drug insurance plan for brand name drugs.

Plan 3

A. Principal Health Care "Classic Plan"

a. single plan

b. family plan

B. Pharmaceutical Service(s)

A four dollar (\$4) per deductible prescription drug plan which fills prescriptions with generic equivalent or brand name drugs according to the Share Drug Formulary. If a member requests a legend drug for which there is an appropriate generic equivalent, the member pays the four dollar (\$4) copayment and the additional cost between the generic equivalent and the brand name.

For each full time employee deemed eligible and hired on, or after July 1, 1999, the Employer shall contribute the full costs for the least costly alternative health service plan. Employees that qualify under the rules and regulations of the respective carrier or health service plan will also be provided opportunity to enroll in a more costly plan by paying the difference between the monthly premium of the least costly alternative plan and the plan in which they have enrolled.

Upon successful completion of one year of employment, the Employer shall contribute the full cost for Alliance Select, Principal Health Care "Comprehensive Plan" or Principal Health Care "Classic Plan".

Section 125 of the Internal Revenue Code allows an employer the opportunity to set up a flexible premium for employees. The Employer agrees to offer employees the flexible premium plan under the rules and regulations of

Section 125 of the Internal Revenue Code whereby employees on a voluntary basis will be able to use pre-tax income to pay out-of-pocket un-reimbursed medical costs and dependent care costs in accord with the District's program restrictions.

This coverage shall become effective on July 1, 1999.

For new employees, coverage shall become effective within no more than 45 days from the date on which the employee begins service and upon approval of the employee's application by the carrier.

Upon an employee or an employee's spouse attaining the age of 65, an employee who wishes to qualify for the Employer's share of the monthly premium must notify the carrier of his/her or his/her spouse's attainment of the age 65 by processing an enrollment card, must qualify under the rules and regulations of the respective carrier, and must enroll in the following plan:

a. Medicare Program under Social Security

The annual enrollment application card for health benefit plans will be available upon request from the Human Resources office. Changes within any plan will be allowed, provided the request for change is made on an appropriate application card, transmitted to the office of the Executive Director of Business and Finance, and is in accord with the rules and regulations of the respective carrier. Employees on a disability leave because of illness or injury shall continue to have this benefit paid by the Employer.

C. Dental Insurance.

The Employer shall contribute the full single premium cost for a dental insurance policy premium for each regular full time employee deemed eligible. Participation in the dental insurance benefit is voluntary for each eligible employee. In order to qualify for the Employer's share of the monthly premium, the employee must qualify the rules and regulations of the respective carrier.

This coverage shall become effective on July 1, 1999.

D. Selection of Carriers

The Employer shall have the sole and exclusive right at any time to procure benefits referred to in Sections A, B, and C above from any other reputable health service provider.

E. Description

The Employer will provide a description of the insurance referred to in Sections A, B, and C of this article to the Union and to individual employees upon request.

F. Health Benefit Advisory Committee

A Health Benefit Advisory Committee with respective representatives appointed by the Employer and the Union shall be established to make recommendations to the Superintendent or his/her designee regarding the composition and provision of employee health benefit plans that will allow purchase of high quality health service and will reduce or slow the rate of growth in medical costs. In no way shall any recommendation of this committee be construed as the position of the Union.

The Union and the Employer are committed to actively participating in the work of the Health Benefits Advisory Committee and following the timelines for the completion of study. The Union and Employer are prepared to take action on recommendations made by the committee and agree to use as decision criteria accepted standards that pressure must be maintained on the health care community by requiring alternative plans to compete for the opportunity to serve Des Moines Public Schools' employees and their dependents.

The Des Moines Independent Community School District Building Trades Maintenance Council and the Employer will commit to active participation in a Health Benefits Advisory Committee initiative and recommend cost effective changes in plan design related to the prescription drug and major medical benefits. Areas for consideration will include, but not be limited to:

- Exploring employee contribution
- Increase co-pays/deductibles
- Increase maximum out-of-pocket expenditure
- Increase managed care strategy

Appendix A
Crafts Wage Schedule 1999-2000

	Hourly Wage
Bricklayer	\$22.63
Bricklayer Foreman	22.92
Carpenter	19.65
Carpenter Foreman	20.39
Electrician	27.03
Electrician Foreman	28.01
Laborer	18.32
Laborer Foreman	19.30
Painter	21.26
Painter Foreman	21.75
Plumber/Steamfitter	27.64
Plumber/Steamfitter Foreman	29.39
Sheetmetal Worker	26.35
Sheetmetal Foreman	27.38

Appendix B

Insurance Letter of Understanding

The parties agree that the contract benefits for disability coverage (Article X, A. 2., health coverage (Article X, B.), and dental coverage (Article X, C.) single coverage, shall be adjusted each year to conform with those set forth for the teachers' agreement for that year.

This agreement in principal shall continue until and unless either party gives notice to the other in accord with Article III, B. (1) (2).

May 15, 1997

Fred Risius

Cheif Negotiator - Building Trades

Don Prine

Cheif Negotiator - Des Moines Public Schools

Appendix C
Wage Certification
Des Moines Public Schools
Labor Relations Department

Certification of Appendix A - Crafts' Wage Schedule

Craft:

Name of Business Agent:

Union Address:

Telephone number:

Fax number (if any):

Date:

Effective July 1, 1997 for implementation in 1997-98

		<u>Foreman</u>
<u>ITEMS</u>	<u>Amount</u>	<u>Amount</u>
Base Wage	_____	_____
Foreman Differential	_____	_____
Deferred Compensation/TSA	_____	_____
Mandatory Employee Savings		
Plan/Vac Fund	_____	_____
Total/Effective Wage Scale	_____	_____
Wage Scale/98.5% of total	_____	_____

Additional Contributions

Youth Dues	_____
Health and Welfare	_____
Unicon	_____
Equality	_____
Occup Safety	_____
Apprentice/Training	_____
Training	_____
Education	_____
Unicon-Employer	_____
Local Training Fund	_____
Industry	_____
Subsidy Fund	_____
Trade Development Fund	_____
Union Dues	_____
National Training Fund	_____
Occupational Health Institute	_____
Local 45 Scholarship Fund	_____
Other	_____

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1998-2002

Des Moines Board of Directors

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Chapter 1 Relationships

Article I: Preamble

The Des Moines Independent Community School District, No. 77-1737, in the counties of Polk and Warren, State of Iowa, hereinafter referred to as the Employer, and the Des Moines Independent School District Building Trades Maintenance Council including employee organizations such as Carpenters Local Union No. 106, Bricklayers Local No. 3, Electrical Workers Local No. 347, Laborers Local No. 177, Painters Local No. 246, Plasterers and Cement Finishers Local No. 21, Plumbers and Steamfitters Local No. 33, and Sheet Metal Local No. 45, hereinafter referred to as the Union, agree as follows:

Article II: Recognition

The Des Moines Independent Community School District is recognized as a public employer governed by the Board of Directors. The Des Moines Independent School District Building Trades Maintenance Council, as determined and ordered by the Public Employment Relations Board, is recognized as the sole and exclusive bargaining agent for the purpose of negotiating for and representing regular full-time, hereinafter named, employees of the Employer, including all:

Skilled building trades maintenance personnel, including electricians, carpenters, plasterers, sheet metal workers, painters, plumbers, steamfitters, refrigeration men, bricklayers, and building maintenance laborers (including craft truck drivers and helper) working with the foregoing personnel, grounds maintenance personnel and mechanics, and excluding:

All other School District employees, and all supervisors and all other employees excluded by Section 4 of the Iowa Public Employment Relations Act of 1974. For purposes of this agreement, supervisors are defined as those who have the authority to hire, assign, transfer, promote, discharge, discipline, evaluate, or process grievances of other employees or have the responsibility to make recommendations thereon.

Article III: Duration

A. This Agreement shall be in full force and effect from July 1, 1998, through June 30, 2002, except for Article III, Wages, and Article X, Insurance, which shall remain in effect until midnight on June 30, 1999. It is agreed that no additional claims or demands will be made by either party hereto during the life of this Agreement.

B. Either party may give written notice to the other party to terminate or modify Article VIII, Wages, and Article X, Insurance, of the Agreement

1) not less than 180 calendar days prior to the District's budget certification date, as established by the Code of Iowa, and appropriate for the year beginning July 1, 1999; or

2) within thirty (30) calendar days following the submission by the union to the Employer of the private sector wage rates as required by Chapter 3(A)(2) of this Agreement.

If no such notice is given, this Agreement shall remain in effect for one additional year and from year to year thereafter until the aforementioned notice is given by either party of its intention to terminate or modify.

C. Either party may give written notice to the other party to terminate or modify the Agreement not less than 180 calendar days (six months) prior to the District's budget certification date as established by the Code of Iowa, and appropriate for the year beginning July 1, 2002. If no such notice is given, this Agreement shall remain in effect for one additional year and from year to year thereafter until the aforementioned notice is given by either party of its intention to terminate or modify.

D. In the event that any provision of this Agreement shall become void or illegal during the term of this Agreement, either party may request negotiations to replace said term or provision. If voluntary agreement cannot be reached, the parties will engage in mediation, followed if necessary by arbitration to resolve the dispute. The parties will cooper

ate to reduce the time necessary to replace the void/illegal provision. All other provisions of this Agreement shall remain in full force and effect during the duration of this Agreement.

E. In witness whereof the parties hereto have caused this Agreement to be signed by their respective chief negotiators, and their signatures placed thereon, all on the 15th day of May, 1998.

**DES MOINES INDEPENDENT
SCHOOL DISTRICT BUILDING
TRADES MAINT COUNCIL**

By Fred Risius
Its Business Manager

**DES MOINES INDEPENDENT
COMMUNITY SCHOOL DISTRICT**

By Laura Sands
Its President

Chapter 2: Hours

Article IV: Hours of Work and Overtime

The purpose of this Article is to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or days of work per week. Determination of the work schedule and assignment of work shall be made by the Employer and may be changed from time to time to meet changing needs.

A. Work Day — The normal work day for employees, other than those employed in the Furniture Factory, will be 8:00 a.m. to 4:30 p.m., excluding 1/2 hour for lunch. The normal work day for employees in the Furniture Factory will be 7:30 a.m. to 4:00 p.m., excluding 1/2 hour for lunch. In case of emergencies where employees belonging to Laborers Local No. 177 are needed, the Employer will schedule the work day and the first 8 hours of work shall be at straight time.

B. Work Week — The normal work week for employees shall be 40 hours work, excluding lunch periods, from Monday through Friday.

C. Overtime — Overtime shall be paid for at a rate of time and one half (1-1/2 times) the employee's straight time hourly rate. All work performed in excess of 8 hours per day shall be paid at the overtime rate of pay. All work performed on Saturday, Sunday and holidays shall be paid at the overtime rate of pay. Compensatory time at the rate of one and one half hour for each hour of overtime worked may be used in lieu of payment of wages. There shall be no pyramiding or duplicating of overtime pay. Hours compensated for at overtime rates under one provision of this Agreement shall be excluded as hours worked in computing overtime pay under any other provision. The need for overtime and its assignment shall be the Employer's decision. Any work performed outside the designated work hours must have prior approval by supervisory personnel.

D. Rest Periods — All employees are entitled to a paid 15 minute rest period during each half shift.

Article V: Holidays

A. Holidays — Paid holidays shall be given those employees who are working regularly at the time of the holiday. The following are recognized as paid holidays:

New Years Day	Labor Day
Day before or after New Years	Thanksgiving Day (2 days)
Memorial Day	Christmas Day
Independence Day	Day before or after Christmas

Whenever any of the holidays fall on Saturday, the previous Friday shall be observed. Whenever any of the holidays listed fall on Sunday, the succeeding Monday shall be observed.

B. Holiday Work — In addition to an employee’s holiday pay, if that employee works on a holiday, the pay shall be at a rate of one and one-half times the straight hourly rate for all hours worked.

Article VI: Vacations

A. Eligibility and Allowance — Regular full-time employees shall be granted an annual paid vacation period at the end of each fiscal year. The length of the paid vacation period shall be based upon the employment in that fiscal year.

<u>Service Requirements</u>	<u>Vacation Period</u>
Less than 6 months	None
Six months through 11 months	5 working days
More than 11 months through 6 fiscal years	10 working days
7 fiscal years through 12 fiscal years	15 working days
13 fiscal years or more	20 working days

The service requirement during the first fiscal year of employment shall be determined by the date of original hire. All yearly service requirements shall be based on service during complete fiscal years. More than eleven (11) months employment in the first fiscal year shall count as one (1) full fiscal year of employment. No vacation days may be taken in advance of their accrual.

B. Vacation Pay — The rate shall be the employee’s regular straight time rate of pay. Employees shall receive pay for vacations at the time of their regularly scheduled pay days.

C. Vacation Rights — Any employee who is laid off, discharged, retired or resigns prior to taking his vacation shall be compensated for the unused vacation accumulated at the time of separation.

Article VII: Leaves of Absence

A. Definition — Leaves of absence means authorized absence from the job, paid or unpaid, except for medically related disability leave (Article IX). An extended leave means more than two weeks leave.

B. Eligibility — Regular full-time employees shall be eligible for leaves of absence after one year's probation with the Employer.

C. Application for Leave — Employees must complete a request for approval of absence from duties on such form as provided by the Employer on all absences except illness at least 10 days prior to the date of absence requested. The form is submitted to the employee's immediate supervisor, who approves or disapproves and passes it on to the appropriate management for final decision.

D. Paid Leaves — The employee shall be paid regular straight time for hours he would have worked, excluding overtime, for the following authorized leaves:

1. *Bereavement leave* — In case of the death of wife, husband, or (step) child of an employee or the employee's (or spouse's) (step) father, (step) mother, (step) brother or (step) sister, the employee will make application to the Office of the Director of Human Resource Management to be absent from duty for as many days, not to exceed five, as may be necessary for attendance at the funeral and other purposes directly arising out of said death. In the case of death of other relative or person of unusually close personal relationship, one half day of absence shall be allowed for attendance at the funeral if the funeral is in the Des Moines area and one day if the funeral is outside the Des Moines area.

2. *Jury duty* — In the absence of extraordinary circumstances, employees may be excused for jury duty. In order that no employee shall suffer financial loss because of such absence, no deduction from the employee's compensation will be made during the term of jury service, provided that all jury fees received by any such employee be turned over to the school district.

3. *Civic duty* — Employees subpoenaed to appear before a court or other public body shall be granted necessary time off with pay.

4. *Emergency leave* — All regular employees shall be allowed a total of three days in any one fiscal year, without loss of salary, for emergency leave, such as illness within the immediate family, disaster, and other circumstances recognized as emergencies by the employee's immediate supervisor and the Office of the Director of Human Resource Management. One work day or two half days may be used per year, without accumulation, for special leave chargeable to the employee's emergency leave. Such absence may not be taken on the work day immediately before or after holidays or vacation periods. Requests for special leave must be made on a form provided by the Employer, prior to the absence, with permission to be granted by the Office of the Director of Human Resource Management

5. *Military reservists* — A leave of absence will be granted for military reservists for required training purposes for a period not exceeding 30 days in any calendar year.

E. Unpaid Leaves

1. *Military service* — Leaves of absence are granted for military purposes not to exceed the enlistment or draft period. On completion of the military service, the employee is entitled to reinstatement at the same wages he/she would have received had he/she not taken such a leave, but subject to the following conditions: That the position was not abolished; that he/she is physically and mentally capable of performing the duties of the position;

that he/she makes written application for reinstatement to the Director of Human Resource Management within 90 days after termination of service and that he/she submits a discharge from military service.

Chapter 3: Compensation and Benefits

Article VIII: Wages

The purpose of this Article is to state the method by which wages will be calculated and provided employees.

A. Wage scale — The wage scale for employees shall be 98-1/2% of the effective wage scale per hour; (the “private sector wage rate”) including deferred compensation/TSA and a mandatory employee savings plan/vacation fund, in effect on July 1st of the preceding fiscal year, negotiated by the respective local unions representing the employees. The 98-1/2% shall not duplicate a benefit provided in this Agreement and shall be certified as prescribed by Appendix 1.

1) Audit requirements. The council and the respective trade union members of the council shall fully and promptly cooperate with the District’s and District auditors requests for contracts, information and supporting data.

2) Appendix 1. The council shall complete the Appendix 1 for each trade union wage adjustment and submit the proposed adjustment to the District on or before May 15 of each calendar year. Within 30 days of receipt of the proposed Appendix 1 the District will review the proposed adjustments and indicate in writing to the Council whether they are satisfactory. The District may elect to exercise the option of re-opening the contract as specified in Article III (B)(2).

3) In order to meet the requirements of this Article (no duplication of benefits) certain components portions of the private sector wage rates for particular crafts shall be included in the private sector wage rate used in the calculation, but

will be frozen at the 1993-94 level. Calculation of the District wage rate (98-1/2% of the private sector wage rate) shall not apply to increases in those frozen components of the private sector wage rates that occur after 1993-94.

B. Deferred Compensation/TSA — The District will contribute to a deferred compensation plan or tax sheltered annuity for each member of the bargaining unit if requested by the employee. If not requested by the employee, the amount certified as deferred compensation in Appendix 1 will still be utilized in the formula to compute the wage scale to be paid to the employee. The District and the Maintenance Council agree that the deferred compensation plans/TSA are not supplements to the retirement system provided by law.

C. Certification — Each union will provide the District copies of their labor contract 30 days before the beginning of the new contract term.

D. Identification — Those employees who presently are employed as Grounds Maintenance Personnel shall be considered as though they were a part of the Laborers Local No. 177. Those employees who fill the job assignments of Small Engine Repair, Food Service Equipment Repair, Roofer Helper, Boiler Welder Helper, and Craft Truck Driver and Helper shall be considered as though they were a part of Laborers Local No. 177. Those employees who fill the job assignments of Burner Service Mechanic and Certified Boiler Welder shall be considered as though they were members of the Plumbers and Steamfitters Local No. 33. Those employees who fill the job assignments of Shade Repair and Replacement, and Roof Repair and Replacement shall be considered as though they were members of the Carpenters Local No. 106.

E. Foreman — When the Employer designates a foreman for a respective craft, that person named by the Employer shall be a member of that craft as described in this bargaining unit.

F. Mileage — When an employee is required to use his own vehicle to move from one job to another during working hours, to transport tools and materials, he shall be compensated for the use of his vehicle.

G. Retirement — The employees shall be covered by the Iowa Public Employees Retirement System. The rate of contributions is in conformance with the requirements of the system.

Article IX: Medically Related Disability Leave

A. Allowance — Regular employees shall be granted, on July 1 of each year, leaves of absence with pay for an employee's personal medically related disability. Employees shall be allowed 15 working days during the first year of employment and 15 working days thereafter for leaves of absence with pay for an employee's personal medically related disability. Employees beginning employment subsequent to the beginning of the fiscal year shall be granted medically related disability leave days prorated on the base of 15 days for the remainder of the fiscal year.

B. Accumulation — If an employee does not use the allotted days during the contract year, the unused will be added to the allowance for the succeeding year. The amount of accumulated medically related disability leave shall be unlimited. All accumulated medically related leave is forfeited upon termination of employment. If an employee is unable to report for duty on the first day of the new contract, compensation for medically related disability leave will not be granted under the new contract until the employee does report.

C. Notification — An employee must report the intention to be absent from duty to the designated Employer representative by 8:00 a.m. on the day of absence. If possible, notification should be given on the previous day.

Article X: Insurance

A. Life Insurance and Disability Coverage

The Employer will pay the full insurance policy premium for each regular full-time employee to provide a group insurance package consisting of (1) \$15,000 individual life

insurance, and (2) an individual long-term disability program. The individual long-term disability coverage will become effective fifteen days after accumulated medically related disability leave, emergency leave, and vacation allowance expires and will provide at a rate of 60% of the employee's contract salary at the date of disability. Employee coverage for employees under age 61 for disability due to illness shall in no case extend beyond the age of 65. Employee coverage for those employees under age 61 for disability due to accident shall in no case extend beyond the age of 65. Employee benefit payment period for employees over age 60 for disability due to accident or illness will in no case extend beyond the benefit payment period stated below:

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employees on a voluntary basis will be able to use pre-tax income to pay out-of-pocket un-reimbursed medical costs and dependent care costs in accord with the District's program restrictions.

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For new employees, coverage shall become effective within no more than 45 days from the date on which the employee begins service and upon approval of the employee's application by the carrier.

Upon an employee or an employee's spouse attaining the age of 65, an employee who wishes to qualify for the Employer's share of the monthly premium must notify the carrier of his/her or his/her spouse's attainment of the age 65 by processing an enrollment card, must qualify under the rules and regulations of the respective carrier, and must enroll in the following plan:

a. Medicare Program under Social Security

The annual enrollment application card for health benefit plans will be available upon request from the Human Resources office. Changes within any plan will be allowed, provided the request for change is made on an appropriate application card, transmitted to the office of the Executive Director of Business and Finance, and is in accord with the rules and regulations of the respective carrier. Employees on a disability leave because of illness or injury shall continue to have this benefit paid by the Employer.

C. Dental Insurance.

The Employer shall contribute the full single premium cost for a dental insurance policy premium for each regular full time employee deemed eligible. Participation in the dental insurance benefit is voluntary for each eligible employee. In order to qualify for the Employer's share of the monthly premium, the employee must qualify under the rules and regulations of the respective carrier.

This coverage shall become effective on July 1, 1998.

D. Selection of Carriers

The Employer shall have the sole and exclusive right at any time to procure benefits referred to in Sections A, B, and C above from any other reputable health service provider.

E. Description

The Employer will provide a description of the insurance referred to in Sections A, B, and C of this article to the Union and to individual employees upon request.

F. Health Benefit Advisory Committee

A Health Benefit Advisory Committee with respective representatives appointed by the Employer and the Union shall be established to make recommendations to the Superintendent or his/her designee regarding the composition and provision of employee health benefit plans that will allow purchase of high quality health service and will reduce or slow the rate of growth in medical costs. In no way shall any recommendation of this committee be construed as the position of the Union.

The Union and the Employer are committed to actively participating in the work of the Health Benefits Advisory Committee and following the timelines for the completion of study. The Union and Employer are prepared to take action on recommendations made by the committee and agree to use as decision criteria accepted standards that pressure must be maintained on the health care community by requiring alternative plans to compete for the opportunity to serve Des Moines Public Schools' employees and their dependents.

The Des Moines Independent Community School District Building Trades Maintenance Council and the Employer will commit to active participation in a Health Benefits Advisory Committee initiative and recommend cost effective changes in plan design related to the prescription drug and major medical benefits. Areas for consideration will include, but not be limited to:

- Exploring employee contribution
- Increase co-pays/deductibles
- Increase maximum out-of-pocket expenditure
- Increase managed care strategy

Article XI: Health Procedures

A. Physical Fitness — New Employees.

New employees are required to file a medical examination report with the Director of Medical Services before reporting for duty in the Des Moines schools. The em-

employee must pay the cost of this examination which is given by a physician of his choice and reported on the form provided by the Employer.

B. Health Procedures - Continuing Employees.

An employee must have a physical examination every three years by a licensed physician of his/her choice. The employee agrees to submit to laboratory work as specified and paid for by the Employer and agrees to present evidence of physical fitness to perform duties assigned. Such evidence shall be a statement by a licensed physician on the Employer's physical examination form, attesting to the employee's fitness.

Chapter 4: Grievances

Article XII: Grievances

A. Definitions

1. *Grievance* — A claim made by an employee or Maintenance Council that there has been a violation, misinterpretation or misapplication of one or more provisions of this Agreement.

2. *Aggrieved Person* — The employee making the complaint.

3. *Party of Interest* — Person or Maintenance Council making the complaint and any person, including the Employer and the Maintenance Council, who might be required to take action or against whom action might be taken in order to resolve the complaint.

B. Rights of Employees to Representation

Every employee covered by this Agreement has the right to Maintenance Council representation at all steps of the grievance procedure. The District will provide the Maintenance Council with a copy of all grievances filed. No grievance shall be resolved without the consent of the Maintenance Council.

The Employer recognizes the right of the Des Moines Independent School District Building Trades Maintenance Council to appoint stewards and agrees that the Employer shall not discriminate against an employee or Maintenance Council representative for filing a grievance.

If an employee files any claim or complaint regarding interpretation of this Agreement other than under the grievance procedure, then the Employer shall not be required to process the said claimed set of facts through the grievance procedure.

All meetings and hearings shall be conducted in private and include only witnesses, the parties in interest, and their designated or selected representatives.

C. Steps in Grievance Procedure

Step I — Immediate Supervisor (Informal)

The employee or Maintenance Council with or without Maintenance Council representation shall take up the grievance with his/her immediate supervisor with the objective of resolving the matter informally. Failure of an employee to act on any alleged violation of the Agreement within ten working days of the alleged violation shall act as a bar to any written appeal at any further step.

Step II — Department Head

If the grievance is not settled at Step I within ten working days, the aggrieved employee or Maintenance Council may file the grievance in writing and discuss the matter, at a mutually agreed time, with the department head, with Maintenance Council representation if desired. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses in the Agreement allegedly violated and shall state the remedy requested. The filing of the formal written grievance shall be within ten working days of the reply at Step 1. The department head shall make a decision on the grievance and communicate it in writing to the aggrieved person (and the Maintenance Council representative if involved) within ten working days of the conference.

Step III — Assistant Superintendent or Designee

If the grievance is unsettled at Step II, the aggrieved person or Maintenance Council, with or without Maintenance

nance Council representation, may present the grievance to the Assistant Superintendent for Management Services or his/her designee within ten working days. This administrator shall respond in writing within ten working days.

Step IV — Arbitration

If the grievance is not resolved satisfactorily at Step III, the employee and the Maintenance Council may submit within ten working days a request to the Director of Employee Relations for arbitration. The arbitration proceeding shall be conducted by an arbitrator selected by the Maintenance Council and the Employer. If they cannot agree, the Federal Mediation and Conciliation Service will be asked to supply seven names. The Employer and the Maintenance Council will each strike three names. The remaining name shall be the arbitrator.

The decision of the arbitrator shall be final. The arbitrator, in his opinion, shall not amend, modify, nullify, or add to the provisions of the Agreement. His decision must be based solely and only upon his interpretation of the meaning or application of the express relevant language of the Agreement. He shall be asked to issue his decision within 30 days after conclusion of testimony and argument.

Expenses for the arbitrator's services shall be borne equally by the Employer and the Maintenance Council.

Appendix 1

Craft:

Name of Business Agent:

Union Address:

Telephone number:

Fax number (if any):

Date:

Effective July 1, 1997 for implementation in 1997-98

<u>ITEMS</u>	<u>Amount</u>	<u>Foreman</u> <u>Amount</u>
Base Wage	_____	_____
Foreman Differential		_____
Deferred Compensation/TSA	_____	_____
Mandatory Employee Savings Plan/Vac Fund	_____	_____
Total/Effective Wage Scale	_____	_____
Wage Scale/98.5% of total	_____	_____

Additional Contributions

Youth Dues	_____
Health and Welfare	_____
Unicon	_____
Equality	_____
Occup Safety	_____
Apprentice/Training	_____
Training	_____
Education	_____
Unicon-Employer	_____
Local Training Fund	_____
Industry	_____
Subsidy Fund	_____
Trade Development Fund	_____
Union Dues	_____
National Training Fund	_____
Occupational Health Institute	_____
Local 45 Scholarship Fund	_____
Other	_____

Appendix A
Crafts Wage Schedule 1998-99

	Hourly Wage
Bricklayer	\$19.50
Bricklayer Foreman	19.80
Carpenter	19.65
Carpenter Foreman	20.39
Electrician	25.91
Electrician Foreman	26.89
Laborer	17.51
Laborer Foreman	18.49
Painter	20.50
Painter Foreman	20.99
Plumber/Steamfitter	26.47
Plumber/Steamfitter Foreman	28.17
Sheetmetal Worker	25.23
Sheetmetal Foreman	26.21

Appendix B

Insurance Letter of Understanding

The parties agree that the contract benefits for disability coverage (Article X, A. 2., health coverage (Article X, B.), and dental coverage (Article X, C.) single coverage, shall be adjusted each year to conform with those set forth for the teachers' agreement for that year.

This agreement in principal shall continue until and unless either party gives notice to the other in accord with Article III, B. (1) (2).

May 15, 1997

Fred Risius

Cheif Negotiator - Building Trades

Don Prine

Cheif Negotiator - Des Moines Public Schools



Human Resources Management

Crafts Wage Schedule 2006-07

Bricklayer	\$	27.84
Bricklayer Foreman		28.18
Carpenter		26.17
Carpenter Foreman		27.71
Electrician		33.79
Electrician Foreman		35.06
Laborer		21.83
Laborer Foreman		22.82 **
Painter		27.53
Painter Foreman		28.02
Plumber/Steamfitter		35.32
Plumber/Steamfitter Foreman		37.55
Sheetmetal Worker		34.51
Sheetmetal Worker Foreman		35.89

- Above information certified to Ron Masters by each craft's business agent and faxed to Kim Cunningham, Human Resources Management, February, 2006.

** The district pays a \$1 (.985) differential to the Laborer Foreman instead of the .50 certified by the Laborers' union per an agreement dated July 16, 1997.

:kc